

ION VI

Part I — Assignor

ASSIGNOR'S CERTIFICATION

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules? ☒ YES ☐ NO

The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, Section 1001

I certify that the assignor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 29 day of January, 1987.

ALFRED H. ROEVER, III

Name of Assignor

Signature

OWNER

Title

EXHIBIT 1

ALFRED H. ROEVER III

PURCHASE AGREEMENT

This agreement dated this ____ day of _____, 198__, by and between: (1) Alfred H. Roever, III, an individual residing in Odessa, Texas (herein referred to as "Seller"), and (2) Translator TV, Inc., a nonprofit California corporation (herein referred to as "Buyer").

W I T N E S S E T H

WHEREAS, Seller holds an authorization issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to construct and operate a full power television station on Channel 42, Odessa, Texas (FCC File Number BPCT-840920KN, herein referred to as "Station"); and

WHEREAS, Seller is desirous of selling and assigning Station to Buyer, and Buyer is desirous of buying and acquiring Station from Seller;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Construction Permit and Assets Sold and Purchased.

Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following:

a. FCC Authorizations. All FCC authorizations and applications for construction and operation of Station as listed in Exhibit A, including the sale and transfer of all of

Seller's right, title and interest in and to any call letters used by the Station.

b. Intangibles. All trademarks, service marks, copyrights, common law property rights, and other intangible personal property owned by Seller and used by it in connection with the construction and/or operation of Station.

c. Technical Data. All of Seller's schematics, blueprints, engineering data, and other technical information pertaining to the construction and/or operation of the Station.

d. Antenna/Transmitter Site. All of Seller's rights and interests in the antenna/transmitter site approved by the FCC for the station, as specified in Exhibit B.

2. Amount of Purchase Price.

a. Cash Payment. In consideration for the sale and assignment of the Station and assets listed above, Buyer agrees to pay Seller Twelve Thousand Five Hundred Dollars (\$12,500.00), or such lesser amount as the FCC may approve, subject to the following prorations, adjustments, and conveyance cost:

i. Taxes. All federal, state, and local taxes, if applicable to the purchase and sale contemplated hereby, shall be borne by Seller.

ii. Prorations. All real and personal property taxes and assessments, if any, shall be prorated as of 12:00 midnight of the Closing Date.

b. Program Time. Seller shall also have the right to program one (1) hour of broadcast time a day free of charge for a period of one year after the Station begins operation in accordance with Commission Rule 73.1620, 47 C.F.R. § 73.1620. Said one (1) hour of broadcast time will be scheduled at a mutually agreed upon time between Seller and Buyer, and all programming provided by Seller for broadcast over the Station during this one hour of program time shall be in compliance with all of Buyer's quality and technical standards. The program time provided here is intended for Seller's use only, and it may not be assigned or used by any other entity without the prior written approval of Buyer.

3. Payment of Purchase Price. The Purchase Price specified in paragraph 2.a. above shall be paid by Buyer to Seller in cash, or by cashier's check, on the Closing Date specified in paragraph 5, infra; and by providing the program time specified in paragraph 2.b. above.

4. FCC Approval.

a. FCC Approval Required. Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Buyer, to the assignment from Seller to Buyer of all FCC authorizations of Seller relating to the construction and operation of the Station, and said consent having become final. For the purposes of this Agreement, such consent shall be deemed to have become final after it is granted

and published and when the time for administrative or judicial review has expired and when the time for the filing of any protest, petition to rehearing, request for stay, petition for rehearing, or appeal is pending.

b. Filing of Application. The parties agree to proceed as expeditiously as practical, to file or cause to be filed an application requesting FCC consent to the transaction herein set forth, and to file said application (i.e., FCC Form 314) with the FCC not later than thirty (30) days after the date of this Agreement. The parties agree that said Application will be prosecuted in good faith and with due diligence. Each party will be solely responsible for the expenses incurred by it in the preparation, filing, and prosecution of the assignment application, and all fees paid to the FCC in connection with the assignment of Station's authorizations from Seller to Buyer, if any, will be borne equally by Seller and Buyer.

5. Closing Date and Place. The Closing shall take place within twenty (20) days of the date the Commission's consent to the assignment of Station to Buyer becomes final (as defined in paragraph 4.a., herein), provided the conditions specified in this Agreement shall have been met, such date to be mutually agreed on by the parties, but within the effective period of the Commission's consent (the "Closing Date"). The Closing will take place at the offices of Colby M. May, Esq., 1156 15th Street, N.W., Suite 515, Washington, D.C. 20005, or at such other place as Buyer and Seller may select.

6. Seller's Representations and Warranties. Seller represents, warrants, and covenants as follows:

a. Standing of Seller. Seller is above the age of majority and has full legal power to contract in his individual name.

b. Seller's Authority. Except as specifically stated in this Agreement, Seller has full power and authority to sell, transfer, assign, and convey the Station and all assets, authorizations and property herein being sold and assigned.

c. Seller Holds Current and Valid FCC Authorizations. Seller has the power and authority to own, construct, and operate the Station and the business and properties related thereto and holds, and on the Closing Date will hold, current and valid authorizations from the FCC which are necessary for Seller to own, construct, and operate the Station. No action or proceeding is pending or, to the knowledge of Seller, threatened, or on the Closing Date will be threatened or pending, before the FCC or other governmental or judicial body for the cancellation, or material and adverse modification, of Station's authorizations for the Station. Seller further represents and warrants that it will take any and all action necessary to timely and properly file for an extension of the Station's present construction permit, which presently expires on September 13, 1987, if the Closing contemplated in paragraph 5 above has not been completed by that date.

c. No Material Default in Contractual Commitments.

Seller is not, and on the Closing Date will not be, in material default of any contractual commitment to which it is a party, or by which it is bound, and which is to be assigned to and assumed by Buyer.

e. Claims and Litigation. There is no claim or litigation or proceeding pending or, to Seller's knowledge, threatened which affects the title or interest of Seller to or in any of the authorizations, property or assets intended to be sold, assigned, and conveyed hereunder, or which would prevent or adversely affect the ownership, construction, use, or operation of the Station by Buyer.

f. Disclosure. No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

g. Assignments. Seller shall take any and all action necessary to assign and transfer all of its rights and interests in the antenna/transmitter site specified in Exhibit B, including, but not limited to, the assignment of any and all leases, options to purchase or lease, purchase agreements or rental agreements regarding its right to acquire, purchase, use

or develop the antenna/transmitter site specified in Exhibit B. Seller further represents and warrants that its rights and interests in the Station's antenna/transmitter site are valid, current, binding and enforceable agreements or understandings, and Seller has the right to assign and transfer the same to Buyer.

h. Antenna/Transmitter Site. Seller hereby represents and warrants that the antenna/transmitter site for the Station is in compliance with all applicable rules and regulations of the FCC, the Federal Aviation Administration, and all local zoning regulations, if any, and Seller has all rights and authorizations required to build and construct the Station on its approved antenna/transmitter site, and all required authorizations to so construct have been, or by the Closing Date will be, issued, current, valid and unexpired.

7. Buyer's Representations and Warranties. Buyer represents, warrants, and covenants to Seller as follows:

a. Buyer's Organization and Standing. Buyer is a nonprofit corporation duly organized and validly existing and in good standing under the laws of the State of California, and possesses all corporate power necessary to construct, own, and operate Station and carry out the provisions of this Agreement. Buyer's President, Paul F. Crouch, however, is an officer and director of the organizations specified in Exhibit C, which in the aggregate hold interests in the maximum number of television facilities permitted by non-minority controlled organizations

under Commission Rule 73.3555, 47 C.F.R. § 73.3555. Accordingly, Buyer will be required to establish compliance with Rule 73.3555(d)(1)(A) and 73.3555(d)(2)(A), 47 C.F.R. § 73.3555(d)(1)(A) and (2)(A), before the assignment specified herein can be approved by the FCC. Buyer further represents and warrants that it will take any and all reasonable steps to establish compliance with Commission Rule 73.3555, 47 C.F.R. § 73.3555, as specified in this paragraph 7.a.; however, in the event the FCC does not approve the assignment for reasons associated with Rule 73.3555, and its interpretation and/or application thereof, then this Agreement shall automatically become void, and Buyer and Seller shall be relieved of any and all obligations to the other whatsoever without liability.

b. Buyer's Authority. The execution and delivery of this Agreement and the consummation of the purchase of Station provided for herein have been duly and validly authorized by Buyer's board of directors, which possesses the authority under Buyer's articles of incorporation and bylaws to grant such authorization.

c. Disclosure. No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished to, or to be furnished by, Buyer to Seller pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact

necessary to make the statements contained therein not misleading.

8. Risk of Loss. Risk of loss, damage, or destruction to the physical property, both real and personal, to be sold and conveyed hereunder shall be upon the Seller until Closing Date, and thereafter upon the Buyer.

9. Access to Information. Seller shall accord access, during normal business hours prior to Closing, to Buyer or its designated representative to review: (1) Seller's physical properties and (2) all contracts, options, and/or leases to be assumed or acquired by Buyer.

10. Brokers. Buyer and Seller hereby represent and warrant to the other that no person or entity has served in the capacity of broker in this transaction, and each agrees to defend and indemnify the other from any person or entity claiming a brokerage or finders commission as a result of the purchase and sale herein contemplated.

11. Indemnification by Seller. Seller shall indemnify and hold Buyer harmless against and in respect of:

a. Operations Prior to Closing. Any and all liabilities, obligations, claims, and demands arising out of: the right to construct, own, or operate the Station (including, but not limited to, claims related to compliance with FCC rules and regulations), the breach or nonperformance by Seller of any contractual commitments relating to the Station and its antenna/transmitter sites, any breach by Seller of this

Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against Buyer, Buyer shall notify Seller promptly and give it an opportunity to defend the same and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event that Seller fails to defend the same within a reasonable time, Buyer shall be entitled to assume, the defense thereof and Seller shall be liable to repay Buyer for all damages suffered by Buyer and all of its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonably attorney fees and settlement payments).

12. Indemnification by Buyer. Buyer shall indemnify and hold Seller harmless against and in respect of:

a. Operations after Closing. Any and all liabilities, obligation, claims, and demands arising after the Closing Date out of the construction or operation of the Station, the breach or non-performance by Buyer of contractual commitments assumed by Buyer hereunder, or any other operations of Buyer after the Closing Date, or any breach by Buyer of this Agreement or any inaccuracy in or breach by Buyer of this Agreement or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against Seller, Seller shall notify Buyer promptly and give it an opportunity to defend the

same, and Seller shall extend reasonable cooperation to Buyer in connection with such defense. In the event Buyer fails to defend the same within a reasonable time, Seller shall be entitled to assume, but need not assume, the defense thereof, and Buyer shall be liable to repay Seller for all damages suffered by Seller and all its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney's fees and settlement payments).

13. Conditions Precedent to Buyer's Obligation to Close.

Buyer shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC shall have given its consent to the assignment of FCC authorizations to construct and operate the Station from Seller to Buyer and said consent shall have become final as set forth in paragraph 4.a. herein.

b. Seller shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or as of the Closing Date.

c. Seller shall hold a valid, current, and unexpired construction permit for the Station, and all its rights and interests in the Station's antenna/transmitter site shall be valid, current, unexpired, and fully assignable and transferable to Seller.

d. The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material

respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

14. Conditions Precedent to Seller's Obligation to Close.

Seller shall have no obligation to close this Agreement unless and until the following conditions precedent are met:

a. The FCC has given its consent to the assignment of the FCC authorizations to construct and operate the Station from Seller to Buyer and said consent shall have become final as set forth in paragraph 4.a. herein.

b. The representations and warranties of Buyer as set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

c. Buyer shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or at the Closing Date.

15. Buyer's Performance at Closing. At the Closing Buyer will:

a. Pay to Seller the purchase price as described in paragraph 2 herein.

b. Deliver to Seller a certified copy of a resolution of Buyer's board of directors authorizing the consummation of the transactions provided for in this Agreement.

16. Seller's Performance at Closing. At the Closing, Seller shall:

a. Deliver to Buyer the FCC authorizations listed in Exhibit A, together with such assignments of the same as Buyer may reasonably require.

b. Deliver to Buyer such assignments and further instruments of conveyance as Buyer may reasonably require to effectuate the assignment from Seller to Buyer of the Station and assets being transferred and assigned herein.

17. Survival of Warranties. All representations, warranties, and covenants made by the parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement and shall survive the Closing and remain operative in full force and effect regardless of any investigation at any time made by either and shall not be deemed merged into any document or instrument executed or delivered at the Closing.

18. No Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

19. Terms.

a. Term of Agreement. This Agreement shall be in effect for a term commencing on the date of this Agreement and terminating at 12:00 midnight eighteen (18) months later.

b. Termination on Notice for Hearing. If the Commission designates the application contemplated by this Agreement for hearing by action no longer subject to reconsideration, either party shall have the option of

terminating this Agreement by written notice to the other party prior to the commencement of the hearing, and in such an event this Agreement shall automatically terminate and both parties shall be relieved of any further liability or obligations hereunder.

20. Specific Performance. The parties recognize the uniqueness of the Station and the assets, authorizations, and attributes that are associated with its operation, and for that reason agree that Buyer shall have the right to specific performance of this Agreement upon default of Seller. Election by Buyer of this equitable right of specific performance shall not be in lieu of any claim to damages.

21. Notices. Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, sent by certified or registered mail, postage prepaid, or by pre-paid telegram, confirmed by mail, as follows:

If to Seller: Alfred H. Roever III
6200 Linwood Drive
Odessa, Texas 79762

If to Buyer: Mrs. Jane Duff, Vice-President
Translator TV, Inc.
P. O. Box C-11949
Santa Ana, California 92711

With Copy to: Colby M. May, Esq.
1156 15th Street, N.W.
Suite 515
Washington, D.C. 20005

or to such other addresses as either party may designate from time to time by written notice to the other party.

22. Further Assurances. Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

23. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties hereto further confirm and agree that this Agreement was drafted and prepared by all parties and none of the terms or provisions hereof will be strictly construed against any one of them.

24. Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no attempted change, termination, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

25. Counterparts. This Agreement may be executed in several counterparts or duplicate originals, all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement on the day and year first above written.

SELLER:

WITNESS:

By:

Alfred H. Fierer III

By:

[Signature]

BUYER:

WITNESS:

By:

Mrs. Jane Duff, Vice-President
Translator T.V. Inc.

By:

[Signature]

Section I

GENERAL INFORMATION

Part II — Assignee

1. Name of Assignee National Minority TV, Inc.

Street Address (or other identification)

City

P.O. Box 111949 S.A.N.T.A.A.N.A.

State

Zip Code

Telephone No.

(Include area code)

CA

92711

(202) 223-9013

2. Does the contract submitted in response to Question 5, Part I of Section I embody the full and complete agreement between the assignor and assignee? ☒ YES ☐ NO

If No, explain in Exhibit No. _____

See Supplemental Statement, attach

Section II

ASSIGNEE'S LEGAL QUALIFICATIONS

1. Assignee is:

☐ an individual

☐ a general partnership

☐ a limited partnership

☒ a corporation

☐ other

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in Exhibit No. N/A the nature of the applicant.

CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS

YES NO

3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? ☒ ☐

(b) Will any funds, credit, etc., for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents? ☐ ☒

If Yes, provide particulars as Exhibit No. _____

ASSIGNEE'S LEGAL QUALIFICATIONS

4. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair labor practices, or discrimination?
- (b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4.(a)?

YES NO

☐ ☒

☐ ☒

If the answer to (a) or (b) above is Yes, attach as Exhibit No. _____, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter. Information called for by this question which is already on file with the Commission need not be refiled provided: (1) the information is now on file in another application or FCC form filed by or on behalf of the assignee; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to; and (3) after making the reference, the assignee states, "No change since date of filing."

ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I PARTIES TO APPLICATION

5. (a) Complete Table I with respect to the assignee. (Note: If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement).

INSTRUCTIONS: If applicant is an individual, fill out column (a) only. If applicant is a partnership, fill out columns (a), (b) and (d), state as to each general or limited partner (including silent partners) (a) name and residence, (b) nature of partnership interest (i.e., general or limited), and (d) percent of ownership interest. If applicant is a corporation or an unincorporated association with 50 or fewer stockholders, stock subscribers, holders of membership certificate or other ownership interest, fill out all columns, giving the information requested as to all officers, directors and members of governing board. In addition, give the information as to all persons or entities who are the beneficial or record owners of or have the right to vote capital stock, membership or owner interest or are subscribers to such interests. If the applicant has more than 50 stockholders, stock subscribers or holders of membership certificates or other ownership interests, furnish the information as to officers, directors, members of governing board, and all persons or entities who are the beneficial or record owners of or have the right to vote 1% or more of the capital stock, membership or owner interest except that if such entity is a bank, insurance company or investment company (as defined by 15 U.S.C. §80a-3) which does not invest for purposes of control, the stock, membership or owner interest need only be reported if 5% or more.

Applicants are reminded that questions 5 through 7 of this Section must be completed as to all "parties to this application" as that term is defined in the Instructions to Section II of this form.

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)
		YES	NO	
(a)	(b)	(c)		(d)
Paul F. Crouch 1973 Port Chelsea Place Newport Beach, CA 92660	President	X		N/A
P. Jane Duff 15052 Humphrey Circle Irvine, California 92714	Vice President/Secretary	X		N/A
Phillip David Espinoza 1150 O'Melvery San Fernando, CA 91350	Treasurer	X		N/A

(24)

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ASSIGNEE'S LEGAL QUALIFICATIONS

YES NO

5. (b) Does the applicant or any party to this application, own or have any interest in a daily newspaper or cable television system?

☐ YES ☒ NO

(c) Does the applicant or any party to this application have an ownership interest in, or is an officer, director or partner of, an investment company, bank, or insurance company which has an interest in a broadcast station, cable system or daily newspaper?

☐ YES ☒ NO

If the answer to questions 5(b) or (c) is Yes, attach as Exhibit No. _____, a full disclosure concerning persons involved, the nature of such interest, the media interest and its location.

OTHER BROADCAST INTERESTS

6. Does the applicant or any party to this application have any interest in or connection with the following?

(a) an AM, FM or TV broadcast station?

☒ YES ☐ NO

(b) a broadcast application pending before the FCC?

☒ YES ☐ NO

Has the applicant or any party to this application had any interest in or connection with the following:

(a) an application which has been dismissed with prejudice by the Commission?

☐ YES ☒ NO

(b) an application which has been denied by the Commission?

☐ YES ☒ NO

(c) a broadcast station, the license which has been revoked?

☐ YES ☒ NO

(d) an application in any Commission proceeding which left unresolved character issues against the applicant?

☐ YES ☒ NO

(e) If the answer to any of the questions in 6 or 7 is Yes, state in Exhibit No. I, the following information:

☐ YES ☐ NO

(i) Name of party having such interest;

(ii) Nature of interest or connection, giving dates;

(iii) Call letters of stations or file number of application, or docket number;

(iv) Location.

8. (a) Are any of the parties to this application related to each other (as husband, wife, father, mother, brother, sister, son or daughter)?

☐ YES ☒ NO

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station or pending application?

☒ YES ☐ NO

If the answer to (a) or (b) above is Yes, attach as Exhibit No. II, a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

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OWNERSHIP AND CONTROL

9. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

YES NO

☐ ☒

If Yes, provide particulars as Exhibit No. N/A.

10. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. 310(d)) will be obtained?

☐ ☒ N/A

If No, attach as Exhibit No. _____ a full explanation.

Nonprofit/nonstock
applicant

Section III

ASSIGNEE'S FINANCIAL QUALIFICATIONS

The applicant certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the facilities for three months.

☒ ☐

2. The applicant certifies that: (a) it has a reasonable assurance of a present firm intention for each agreement to furnish capital or purchase capital stock by parties to the application, each loan by banks, financial institutions or others, and each purchase of equipment on credit; (b) it can and will meet all contractual requirements as to collateral, guarantees, and capital investment; (c) it has determined that all such sources (excluding banks, financial institutions and equipment manufacturers) have sufficient net liquid assets to meet these commitments.

☒ ☐

CTION IV

ASSIGNEE'S PROGRAM SERVICE STATEMENT

FOR AM AND FM APPLICANTS

1. Attach as Exhibit No. N/A a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

FOR TELEVISION APPLICANTS

2. Ascertainment of Community Needs. See Exhibit III
 - A. State in Exhibit No. N/A the methods used by the applicant to ascertain the needs and interests of the public served by the station. Such information shall include (1) identification of representative groups, interests and organizations which were consulted and (2) the major communities or areas which applicant principally undertakes to serve.
 - B. Describe in Exhibit No. N/A the significant needs and interests of the public which the applicant believes its station will serve during the coming license period, including those with respect to national or international matters.
 - C. List in Exhibit No. N/A typical and illustrative programs or program series (excluding *Entertainment and News*) that applicant plans to broadcast during the coming license period to meet those needs and interests.

State the minimum amount of time, between 6:00 a.m. and midnight, the applicant proposes to normally devote each week to the program types listed below (see definitions in instructions). Commercial matter, within a program segment, shall be excluded in computing the time devoted to that particular program segment, e.g., a 15-minute news program containing three minutes of commercial matter, shall be computed as a 12-minute news program.

See Exhibit III

	HOURS	MINUTES	% of TOTAL TIME ON AIR
NEWS	_____	_____	_____
PUBLIC AFFAIRS	_____	_____	_____
ALL OTHER PROGRAMS (Exclusive of Sports and Entertainment)	_____	_____	_____
LOCAL PROGRAMMING	_____	_____	_____

4. State the maximum amount of commercial matter the applicant proposes to allow normally in any 60-minute segments: _____
5. State the maximum amount of commercial matter the applicant proposes to allow normally in a 60-minute segment between the hours of 6 p.m. to 11 p.m. (5 p.m. to 10 p.m. Central and Mountain Times): _____
- (a) State the number of hourly segments per week this amount is expected to be exceeded, if any: _____

State in Exhibit No. _____, in full detail, the reasons why the applicant would allow the amount of commercial matter stated in Question 4 and 5 above to be exceeded.

SECTION V

ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

YES NO

- 1 Does the applicant propose to employ five or more fulltime employees? See Exhibit IV

☒ ☐

If the answer is Yes, the applicant must include an EEO program called for in the Model EEO Program. (FCC Form 396-A).